

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AC07-05ID14516	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. M036	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Idaho Operations Office (NE-ID) Contract Management Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415		7. ADMINISTERED BY (If other than Item 6) Wendy L. Bauer, Contracting Officer (208) 526-2808		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) CH2M+WG Idaho, LLC P. O. Box 1625 Idaho Falls, ID 83415-3112			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14516		
			10B. DATED (SEE ITEM 13) March 23, 2005		
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

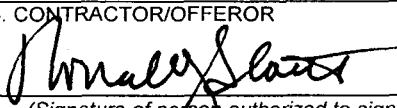
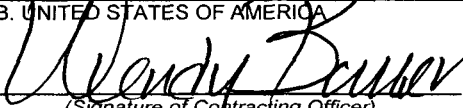
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: B.10 Site Investigation and Conditions Affecting the Work (material differences)
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor ___ is not, **X** is required to sign this document and return **[3]** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is a settlement of provision B.10 Site Investigation and Conditions Affecting the Work (Changes to Target Cost and Target Fee). The provision provided a one-time opportunity to identify material differences in the actual status of completed work compared to the projected status established in the Request for Proposal (RFP).

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ronald A. Slottke Vice President Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 1/16/07	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/18/07

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30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.24

The contract is modified as follows:

1. **Section B.3 TOTAL CONTRACT TARGET COST, FEE, AND COMPLETION DATE**, paragraph (a) is modified as follows:

- (a) The target cost is \$2,378,000,000 and target fee is \$175,000,000. The total contract target cost and target fee are based on the contract completion date of September 30, 2012. (The total proposed contract Target Cost and Target Fee shall not exceed the funding limits specified in Section B.2 – Cleanup Funding, on either an annual or total basis.)

There is no change to Contract Target Cost, Fee, or Completion Date as a result of this change. The total target cost and fee reflects Life Cycle Baseline (LCB) Rev. 0 submitted November 9, 2005, and approved Baseline Change Proposal ICP-06-060 *Cancellation of Transfer of TAN-607 and Support Structures* dated April 8, 2006. The Idaho Cleanup Project (ICP) LCB is still subject to DOE approval.

2. **Section B.6 FEE PAYMENT SCHEDULE AND ADJUSTMENTS**, paragraph (d) is modified as follows:

(d) Conditional Payment of Fee

Based on the importance DOE places on the contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See DEAR 952.223-76 *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health* included as Section I.141.

~~If a TRU waste shipment is not made in accordance with the agreed upon schedule with the DOE Carlsbad Field Office per Section H.4, because of action or inaction on the part of the contractor, fee determinations are subject to a unilateral reduction of up to \$12,500 for each missed shipment.~~

3. **Section C, Idaho Cleanup Project, Statement of Work**, is modified as attached.

A summary of additions and deletions of Section C changes is as follows:

- Section C.1.2 End State Vision/Overview, For Power Burst Facility (Section C.6), delete first bullet "Disposition waste and demolish and remove CERCLA storage unit at Auxiliary Reactor Area."
- Section C.1.6.3 Physical Demolition, second paragraph, delete first sentence "The contractor shall provide the CO 30 days written notice prior to commencing demolition of any facility."

- Section C.2.1.1 Facility Demolition, first sentence delete “112”.
- Section C.2.4.3, Table C.1 Summary of SBW Stored in the INTEC Tank Farm, Tank WM-183, column “Forecasted Tank Status @ Contract Takeover,” delete “/Cleaned⁴.”
- Section C.2.6, Table C.2 Inventory of INTEC Nuclear Materials, delete items 1, 3, 4, 5, 8, and 10 (LANL, PWR Plates, PWR Assembly, ANL W, GEFAST, and Rover/PARKA IFSF).
- Section C.2.7 Spent Nuclear Fuel (SNF), add the following sentence at the end of the paragraph “This includes completion of: (1) 2707 cask monitoring system installation; and (2) 603-B ventilation upgrades and remove the old ventilation duct and filters.”
- Section C.3.1.1 Facility Demolition, add the following sentence at the end of the paragraph “The contractor shall also demolish AMWTP facilities WMF-628 and WMF-711.”
- Section C.3.5 Waste Management and Disposal, last paragraph is revised as follows: During the course of operations at the AMWTP, the ICP contractor may receive waste that does not meet the acceptance criteria specified in the AMWTP contract. The ICP contractor shall receive, store, characterize, treat as necessary, package, and dispose of this waste and any resulting secondary waste. Waste types include, but are not limited to, RH TRU waste; “suspect” RH TRU waste (waste managed as CH TRU, but containing lead shielding inside its storage container to limit the surface dose rate to less than 200 mrem/hr); and RH waste managed as RH TRU waste. The ICP contractor will perform this scope of work on a full cost recovery basis negotiated with the AMWTP contractor. Suspect RH TRU determined to be CH TRU will be returned to the AMWTP contractor to complete the requisite disposal actions.
- Section C.3.5.1 Remote-Handled TRU Waste, delete RH-TRU waste stored in locations: WMF-628 and WMF-636 in their entirety.
- Section C.3.5.2 “Suspect” Remote-Handled TRU Waste, delete paragraph in its entirety.
- Section C.3.5.3 Remote-Handled Waste Managed as Remote-Handled TRU Waste, delete paragraph in its entirety.
- Section C.3.5.5 Other Waste Rejected by the AMWTP, delete paragraph in its entirety.
- Section C.4.1.1 Facility Demolition, first sentence, delete “19” and add “and” between “C.9a” and “including.” The sentence should read as follows: “The contractor shall demolish and remove the excess facilities listed and described in Exhibit C.9a, and including all minor structures and equipment not needed to support ongoing work.”
- Section C.5.1 Facilities, first sentence, delete “23.”
- Section C.5.4, Table C.6 EM Nuclear Materials at TRA, delete items J-GD, DU Radiography (16.0 kg); PBF, DU Densitometer UO₂ Clad in Zr (0.271 kg); and PBF, HEU Coated Fission Chamber (0.008 kg). Change quantity of Inactive Nuclear Material S&S, LEU UO₂ Source, from 8.949 to 7.269.

- Section C.6 Power Burst Facility (PBF), second paragraph, delete first bullet “Disposition waste and demolish or remove, and close CERCLA storage unit at ARA.”
- Section C.6.1 Facilities, first sentence, replace “CERCLA waste storage unit” with “excess facility(s)” and delete “after dispositioning the waste.” The sentence now reads “The contractor shall demolish and remove the excess facility(s) listed in Exhibit C.11a.”
- Section C.6.3 CERCLA Remediation, first sentence, delete “...and includes the ARA.”
- Section C.6.4 Waste Management, delete paragraph in its entirety.
- Exhibit C.5a – Idaho Nuclear Technology and Engineering Center Facilities – Demolition by 2012, add CPP-627 Remote Analytical Building; and delete CPP-759 Leaching Cesspool for MK Bldg, CPP-1753 Septic Tank VES-VM-101, and CPP-1779 Percolation Ponds.
- Exhibit C.5c – Idaho Nuclear Technology and Engineering Center Facilities - Operational, page 15 of 16, CPP-2701, under Facility Usage/Capabilities, change to read “The ICDF area consists of two CERCLA disposal cells, totaling approximately 550,000 cu. yd. (second cell not constructed), two evaporation ponds, operations and an operations office.” Add facilities TB-1 Carpenter Shop and TB-3 East Guardhouse.
- Exhibit C.7 – INTEC EM-Owned Spent Nuclear Fuel Inventory, change item 7 from TRIGA (STD & FLIP), 280 fuel units, 0.0519 MTHM; to TRIGA - Non-Standard, 15 fuel units, and delete MTHM amount.
- Exhibit C.8 – Radioactive Waste Management Complex Operational Facility List, delete facilities WMF-628 and WMF-711. The contractor shall demolish the facilities in accordance with C.3.1.1.
- Exhibit C.9a – Test Area North Facilities – Demolish, delete facility TAN-1601 Storage Bldg; add facilities TAN-603 Steam Plant; TAN-608 Water Filtration Building; TAN-649 Water Filtration Building; TAN-726 Hot Liquid Waste Storage Tank/Vault; TAN-727 Sheltered Stairway; and TAN-766 Diesel Fuel Tank, DF-T-14.
- Exhibit C.10a – TRA Facilities – Demolish, delete facility TRA-655 ETR Air Intake Building; add facilities TRA-651 Maintenance/Storage Shed; TRA-663 ETR Superior Diesel Building; and TRA-779 Decontamination Pad.
- Exhibit C.11a – PBF Reactor – Demolition, delete facility ARA CERCLA waste storage shed and add facility PBF-706 Evaporation Tank.

CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment settled in accordance with contract provision B.10, Site Investigations and Conditions Affecting the Work (Changes to Target Cost and Target Fee), the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.